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PART IV

Advertisements and Notices by Private Individuals and Private Bodies

EAST INDIA COTTON ASSOCIATION NOTIFICATION

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. No. 2462, dated the 24th November 1958, has been obtained to the following amendments being made to the By-laws of the East India Cotton Association Ltd., Bombay, the same having been previously published on the Notice Boards of the Association pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

By-laws re. C.I.F., C. & F. and F.O.B. Contracts and contracts for cotton imports to arrive and for forward delivery.

186. Notwithstanding anything to the contrary contained in these By-laws but to that extent only, the following By-laws Nos. 186 to 222 inclusive, shall also apply to—

- (a) Contracts for cotton imports to arrive and for forward delivery entered into subject to the By-laws of the Association and under which delivery is to be made either in Bombay or at any place outside Bombay;
- (b) delivery contracts for Indian Cotton entered into subject to the By-laws of the Association on C.I.F. terms under which delivery is to be made at any place outside Bombay or to a mill anywhere in India.

187. *Definitions*—"Universal Standards" means Standards for grade and colour which may be promulgated from time to time under the Agreement between the Association and the Department of Agriculture, Washington, D.C., U.S.A.

"To ship" means to load on board a ship.

"Shipment" means according to the context the loading of cotton as provided in this By-law or any number of bales so loaded.

"Prompt" or "immediate shipment or sailing" means shipment or sailing not earlier than date of contract nor later than 14 days after.

"Shipping or shipped" means loading or loaded on board a ship.

"Shipping documents" means documents of title required by the contract corresponding to the form of shipment contemplated thereunder.

A "On-Board Bill of Lading", "Shipped" or "On-Board" Bill of Lading means a Bill of Lading which is signed on behalf of the ship by the Captain or duly authorised Agent of the ship, declaring that the cotton has been actually received On-Board the ship for shipment.

A "Port Bill of Lading" means a Bill of Lading which is signed on behalf of the ship by the Captain or duly authorised agent of the ship, both vessel and cotton being in port and the cotton itself having been actually delivered to the Captain, the shipowner or the authorised agent in the port of shipment.

A "Custody Bill of Lading" is a Bill of Lading which is signed when the cotton is in the port and duly delivered to the captain, the shipowner or the authorised agent and a master's or agent's receipt must be furnished proving that the cotton has been actually shipped within three weeks from the date of Bill of Lading. Substitution of another vessel of different ownership for the one named in the Bill of Lading is only permissible in case the named vessel is lost or in case of accident or other unforeseen event of *force majeure*.

"Marine Insurance" means insurance against the risks accepted in an ordinary form of Lloyd's Policy, together with risks of particular average and country damage and risks mentioned in By-law 209, but excluding war risk.

"Invoice Cost" in connection with marine insurance means the invoice cost of goods including additional charge for differences in freight and war risk.

Any amount over the invoice cost and stipulated percentage shall be for seller's account in case of total loss only.

"Total loss" means the loss of the whole or part of a shipment, admitted as such by the underwriters. In case of a portion of the shipment being so admitted any excess in amount of the policy beyond the amount stipulated shall be dealt with *pro rata*.

"About" in connection with the number of bales or the weight of cotton means 5 per cent. more or less.

"The Last Day of Landing" means the last free day as allowed by the Bombay Port Trust and the respective Port Authorities at other landing Ports.

A "Lot" of cotton is a number of bales placed under one mark.

A "Dispute or Difference" touching or arising out of any contract shall include any dispute, difference or question with regard to the construction, meaning or effect of such contract or the rights or liabilities of any person or persons thereunder.

188. *Jurisdiction to be in India*—Every C.I.F., C. & F. and F.O.B. contract for the sale or purchase of cotton and contracts for cotton imports to arrive and for forward delivery made subject to these By-laws or subject to East India Cotton Association arbitration or subject to Bombay arbitration, or containing words or abbreviations to a similar effect, shall be construed and shall take effect as a contract made in India and in accordance with the laws of India and shall be deemed in all respects to be subject to these By-laws, including in respect to arbitration, and the parties to such contract shall be deemed to have submitted to the jurisdiction of the Bombay High Court for the purpose of giving effect to the provisions of these By-laws.

189.A. *C.I.F. Contract how performed*—(1) The Seller under a C.I.F. contract shall, unless otherwise agreed—

- (a) ship cotton of the description contained in the contract within the period mentioned in the contract;
- (b) procure a contract of affreightment evidenced by a bill of lading under which the cotton is to be delivered at the destination contemplated by the contract;

- (c) arrange for marine insurance upon the terms common to the trade as per By-law 209 unless otherwise specified in the contract, which will be available for the benefit of the Buyer;
- (d) make out an invoice debiting the Buyer with the agreed price; and
- (e) tender these documents to the Buyer or the Buyer's representative at the place named in the contract as soon as reasonably possible after shipment.

Against tender of such documents the Buyer shall pay the price agreed upon.

(2) The incidents of a C. & F. contract shall be the same as of a C.I.F. contract except that the seller shall not be obliged to arrange for marine insurance.

(3) The Buyer under a F.O.B. contract must name the ship upon which the cotton is to be delivered and the seller must put them safely on board, pay the charge of doing so, and give possession of them to the ship upon the terms of a reasonable and ordinary bill of lading or other contract of carriage. When the buyer does not so name the ship the seller shall ship during the contracted period as in case of a C.I.F. contract.

(4) Sudan and Egyptian cottons shall not be shipped in the same hold with American Cotton.

(5) *Date of shipment not to precede Import Licence date*—In the case of cotton shipments to India the date of shipment shall not precede the date of Import-Licence.

B. In respect of foreign cottons all purchases and sales will be with NO REJECTION Clause unless otherwise specified. The buyer shall pay the full invoice amount to the seller for the cotton and shall not withhold any moneys pending settlement of disputes or retain any moneys pending results of arbitration for quality etc. As soon as the award on quality or any other matter is finalised, the parties shall settle differences forthwith.

C. In the case of contracts for foreign cottons resold on terms other than C.I.F., C. & F. and F.O.B. such as Dock Delivery or F.O.R. station all the rights and the liabilities and the remedies to be adopted by the parties in any contingency shall be the same as in the case of C.I.F. contracts.

190. The time of shipment or sailing should be stated in the contract. The Bill of Lading as defined in By-law 187 duly signed, shall be accepted as evidence of the date of shipment stipulated for in the contract. The date of sailing shall be that when the ship actually sails from the Port of embarkment. The seller has the right to ship on any day of the contracted shipping period.

191. It shall not be a breach of the contract if the cotton, or any portion is shut out from the vessel or vessels named provided the Bill of Lading conforms with the definitions in these By-laws. This shall apply only to contracts for shipment and not to contracts for sailing or clearance.

192. Unless otherwise provided for in the contract, the seller shall effect the shipment with a "Port Bill of Lading" or with an "on Board Bill of Lading". However, for cotton to be shipped from United States Ports, the seller has the option to ship on "Custody Bill of Lading" subject to prior consent of the buyer.

193. In case of any dispute regarding delayed shipment or delayed fulfilment of the contract it shall be referred to arbitration according to the procedure laid down in By-law 38.

194. *Delay in shipment*—In any dispute arising out of delayed fulfilment of a contract, if evidence is produced—

- (a) by the seller to prove that the delay in fulfilment;
- (b) by the buyer to prove that the delay in taking delivery;

was caused by unforeseen obstruction to traffic, strike, lockout, riot, quarantine or some other unforeseen contingency which was completely outside the control of the party at fault, then Arbitrators appointed to determine a dispute arising therefrom shall consider such evidence when deciding what allowance (if any) shall be awarded in respect of the failure to complete the Contract within the time limits laid down.

195. *Force Majeure*—If the Seller can furnish sufficient proof that he could not execute his contract because purchase or sale of the relative cotton was prevented by unforeseen stoppages in the communications, strikes, lockouts, riots, quarantine or by other circumstances of "force majeure" or by any act on the part of Government or if Buyer cannot take delivery of the cotton as a result of

such unforeseen circumstances, and should the two contracting parties fail to come to an agreement, then arbitrators shall take these facts into consideration in giving their decision.

Failure to perform other than Force Majeure—If owing to any circumstances whatsoever other than those mentioned above, any such contract has not been or is not to be performed, it shall not be treated as cancelled, but shall be closed by being invoiced back to the seller in accordance with the provisions of By-law 219.

196. Should the documents contain some irregularity in form or omissions not pertaining to essential requisites, the buyer shall nevertheless provide for the payment of the seller's invoices, provided the seller assumes full responsibility that the said irregularities or omissions shall in no way alter the regular execution of the contract.

Arbitrations and Appeals

197. *General*—C.I.F., C. & F. and F.O.B. contracts for the sale or purchase of cotton and contracts for cotton imports to arrive and for forward delivery made subject to these By-laws or subject to East India Cotton Association arbitration or subject to Bombay arbitration or containing words or abbreviations to a similar effect, shall be in writing.

Every such contract shall be deemed to provide as one of the terms thereof that any dispute or difference arising between the parties thereto touching or arising out of such contract shall be referred to arbitration in accordance with the By-laws of the Association and that the holding of such an arbitration and obtaining of an award thereunder shall be a condition precedent to the right of any party to such contract to commence legal proceedings against the other party in respect of any such difference as aforesaid, and that neither party under such contract shall have any right of action against the other touching or arising out of such contract, except to enforce the award in any such arbitration.

Whenever any dispute or difference arises between parties arising out of any such contract, it shall be referred to arbitration under the following By-law in regard to quality. In regard to disputes other than those relating to quality the provisions of By-law 38 shall apply to such arbitration as regards the procedure, and of By-law 41(b) as regards fees.

Quality

198. *General*—Whenever any dispute or difference as to quality shall arise in respect of C.I.F., C. & F. and F.O.C. contracts and contracts for cotton imports to arrive and for forward delivery, entered into subject to these By-laws or subject to East India Cotton Association arbitration or subject to Bombay arbitration or containing words or abbreviations to a similar effect, such difference shall be referred to arbitration under this By-law, and the provisions of By-laws 35 and 36 shall apply to such arbitration, save as herein expressly provided.

Separate arbitration for each shipment—When cotton shall arrive by more than one vessel there shall be a separate arbitration for each shipment unless otherwise agreed.

Appeal—(i) *in respect of U.S.A. and Mexican Cottons*—In respect of U.S.A. and Mexican Cottons, an appeal shall lie from the Arbitrators' or Umpires' Award to an Appeal Committee constituted of three Surveyors appointed under By-law 35 and a representative nominated by the American Cotton Shippers' Association who is ordinarily resident in Bombay. If no such nomination is made or the nominee so appointed is not present, then the appeal shall be disposed of by the panel of three Surveyors appointed under By-law 35, provided such appeal is lodged with the Secretary before 12-30 p.m. on the seventh day following the date of survey award.

(ii) *In respect of East African Cotton*—In respect of East African Cotton an appeal shall lie from the Arbitrators' or Umpires' Award, to an Appeal Committee constituted of three Surveyors appointed under By-law 35 and a representative nominated by the Lint Marketing Board who shall be ordinarily a resident in Bombay, provided such appeal is lodged with the Secretary before 12-30 p.m., on the seventh day following the date of survey award. If no such nomination is made or the nominee so appointed is not present, then the appeal shall be disposed of by the Panel of three Surveyors appointed under By-law 35.

(iii) *Other cottons*—In respect of all other cottons, appeal shall lie from the award of the Surveyors as per provisions

of By-law 36(6), provided such appeal is lodged with the Secretary before 12-30 p.m. on the seventh day following the date of survey award.

The award of Surveyors where no appeal is preferred and the unanimous or majority award of the Appeal Committee or Panel, shall be final and binding on the parties.

199. *Time for arbitration*—An application for arbitration on quality in respect of all cottons shall be made within 30 days after the last date of landing of the consignment contracted for, but, if the cotton is to be fumigated, shall be made within 40 days from the date of the last landing.

Samples for arbitration from outside Bombay must be despatched to the Association within 50 days after the last date of landing, but if the cotton is to be fumigated, samples from such cotton must be despatched within 60 days from the last landing date.

200. The time for applying for or holding an arbitration or the time for the submission of samples, may be extended at the discretion of the Board, provided an application in writing, on grounds considered satisfactory by the Board, is made within a reasonable time by either of the parties to the contract.

Mutual Allowances

201. When cotton is sold with Mutual Allowance in grade and staple, if the grade is equal to and the staple better than or the staple equal to and the grade better than the contract quality, the seller or the Buyer (as the case may be) shall be entitled to an allowance, as hereinafter mentioned.

202. When cotton is sold without Mutual Allowances either on sample or on grade with a specified length of staple, any deficiency in staple shall not be counterbalanced by the grade of the cotton tendered being above the grade contracted for, nor shall any extra length of staple be set off against a deficiency in grade.

When cotton is sold with Mutual Allowance and the grade is equal to and the staple better than, or the staple equal to and the grade better than what is called for under the contract, the Seller shall be entitled to an allowance.

Special provisions re. U.S.A. and Mexican cottons—In contracts for U.S.A. and Mexican cottons sold on grade, unless "average" has been expressly stipulated in the contract, cotton shall be required to be even running, but bales of a better grade may be set off to the extent of 15 per cent of the whole quantity of each grade submitted for arbitration, against bales of inferior grade, provided that such inferior bales are not more than a half grade below the quality specified. Credit shall not be given for more than a quarter grade.

In arbitrations based on Universal Standards, "full grade" shall be read in place of "half grade" and "half grade" in place of "quarter grade".

203. Arbitration upon U.S.A. and Mexican cottons sold to average any particular grade shall be settled by classing the different lots, placing grades or fractions of grades above, against grades or fractions of grades below, and passing whatever part turns out an average of the grade guaranteed, making an allowance on the remainder.

204. *Determination of differences*—Except when fixed differences in value between grades and between staples for arbitration purposes have been agreed between the parties to the contract, the arbitration shall proceed on the basis of the ruling differences in value between grades and between staples as quoted in the market appropriate to the country of origin of the cotton on:

- (1) the eleventh day after the last date of landing unless the cotton is fumigated in which case it shall be the 21st day after the last date of landing;
- (2) where arbitration on quality has been held before the tenth day after the last date of landing or in the case of cotton fumigated before the 11th day after the last date of landing, the arbitration shall proceed on the basis of the ruling difference in value between grades and between staples as officially quoted in the market appropriate to the country of origin of the cotton on the day previous to the date of arbitration;
- (3) where quotations for the appropriate day are not available for any reason, the quotation available for the next business day thereafter, shall be taken into consideration.

As regards East African Cotton—In respect of East African Cotton, the award in arbitration as regards quality shall state the grade difference between the cotton contracted for and the cotton tendered. Such grade difference in value shall be as prevailing in Bombay on the date of shipment i.e. on the date of bill of lading or if that happens to be a holiday on the working day immediately following it. The grade differences in value shall be fixed by the Special Committee constituted under By-law 34A, subject to a right of appeal to the Board as provided in that By-law. Such grade differences in value that may be fixed by the Committee or the Board on appeal, shall be fixed taking into consideration the lower staple according to such grade difference.

205. *Classification of U.S.A. Cotton*—On a contract made with any party in the United States of America for shipment from any place in the United States of America, if an Appeal Award is made which does not state the classification, the Appeal Committee shall, upon request of either of the parties to the contract and the payment of the prescribed additional fee, issue a certificate showing in detail the true classification for grade and colour of such cotton based upon a comparison of the samples with the Universal Standards or with a type or other sample on which the cotton has been sold, as the case may be. Requests for classification must be made to the Secretary not later than noon on the third business day following the date of the Appeal Award.

Sampling and Weighment

206. *General*—The Buyer shall not be entitled to draw samples before weighing without the consent of the seller. The Buyer may draw samples at the port of discharge. If he draws samples before weighing with the consent of the Seller, then he shall pay for the samples at the invoice price. Sampling expenses shall be at Buyer's charge. Samples for arbitration shall be drawn in the presence of the Seller's Controllers or Representatives and sealed by them. The Controllers' fees for supervision of drawing of samples shall be payable by the Seller.

American Cotton—In respect of American cotton, samples for arbitration shall be drawn separately from each bale for purposes of arbitration on quality. The weight of samples shall be equivalent to not less than four ounces per bale.

Egyptian and Sudan Cottons—In respect of Egyptian and Sudan cottons, samples for arbitration shall be drawn from a minimum of three bales and a maximum of five per cent of the bales. The weight of samples shall be equivalent to not less than 2 lbs. per bale.

Other Cottons—In respect of all other cottons, samples shall be drawn from a maximum of 4 per cent and a minimum of two bales. The weight of the samples shall be equivalent to not less than 5 lbs. per bale sampled.

207. *Weighing and sampling to be at Port of discharge*—Weighing and sampling shall take place at the port of discharge on arrival in presence and under control of Buyer's and Seller's representatives. The name of Seller's representative for this purpose i.e. the Controller shall be given to the Buyer on or before tendering of invoice. If the Seller fails to give the name of Controller, then on application of the Buyer, the Association shall appoint a Controller on behalf of the Seller.

Delivery

208. *General*—Cotton sold under C.I.F., C. & F. and F.O.B. Contracts as well as contracts for cotton imports to arrive and for forward delivery shall be taken delivery of by the Buyer, without undue delay. Any portion not taken delivery of by the third day after the last day of landing shall, for the purpose of the contract, be considered to have been taken that day and charges for watching and quayrent, if any, shall be for the account of the Buyer.

Where bales are short delivered for reasons other than those usually covered by marine and war risks, they shall be settled for according to the provisions of By-law 213.

Insurance

209. (1) Marine Insurance may be provided for either by means of a Policy or a Certificate of Insurance, and the expression "Policy of Insurance" shall be deemed to include a Certificate of Insurance; such Certificate shall be tenderable as one of the requisite shipping documents and no exception shall be taken to such Tender on this ground and such Tender shall be deemed a good Tender.

(2) Marine Insurance ordinarily shall (1) provide cover upto the final warehouse in India, and is to be at 10 per cent over invoice value; (2) provide cover against W.A. irrespective of percentage, theft, pilferage, non-delivery, damage by hook, oil, mud and other extraneous substances, damage by fresh and/or rain water and country damage. All losses payable irrespective of percentage; and (3) in the case of American cottons, cover loss or damage while the cotton is fumigated.

(3) In cases where a charge is made for collecting Insurance claims, the charge, if paid by the buyer, shall be refunded to him by the seller.

(4) In the event of cotton arriving in the Indian Union in a country-damaged condition or having damage of a pre-shipment nature, then, failing agreement between the parties as to proper allowance, Lloyd's Surveyors shall be requested to survey and the Seller shall repay to the Buyer any loss not covered by insurance due to such damage in accordance with the Surveyor's report together with the cost of the survey.

(5) The cost of stamping documents presented for payment in Indian Union, if incurred, shall be borne by the Seller. In all other cases the cost shall be borne by the Buyer.

(6) The Sellers shall not be responsible for loss or damage after weighment.

Tare

210. Unless otherwise stipulated in the contract all cotton shall be sold with actual tare which shall be ascertained by the buyer in the presence of Seller's Controller at the time of delivery in the manner following, unless declared and guaranteed by the seller.

The actual tare shall be ascertained by taring 5 per cent of the bales or a minimum of 4 bales taken indiscriminately, stripped of their canvas and tared as follows:—

For American Cotton the tare shall be ascertained by weighing the canvas separately and also collectively, but the allowance for canvas made on the invoice shall in no case exceed the rate as ascertained by the latter mode. The allowance shall be calculated at the exact relative proportion of the weight of the bales stripped to the total weight of the whole lot. The allowance for canvas must be calculated on the weight of the bales after the weight of the bands has been deducted. In other growths the tare shall be ascertained by weighing the canvas, bands, ropes or wires separately and also collectively, but the tare allowed in the invoice shall in no case exceed the rate as ascertained by the latter mode. The allowance shall then be calculated on the whole lot in the exact relative proportion of the number of bales stripped to the number of bales.

Mended bales of all descriptions shall be tared separately.

211. If actual tare has been demanded by the Buyer and it shall prove not to exceed the allowance for tare, the whole expense (including supervision charges if any) of taring shall be borne by the Buyer, otherwise such expense shall be borne by the Seller.

212. *Arbitration and Appeal Fees*—The fees in arbitrations and Appeals on foreign cotton shall be as follows:—

- I. (a) *Arbitration as to quality*—The fee for an arbitration on quality in respect of American cotton shall be Rs. 50/- for each 100 bales or part thereof and other foreign cottons Rs. 30/- for each 100 bales or part thereof payable by each party. The fee for an arbitration in respect of East African and Indian Cotton shall be as provided in By-law 41.
- (b) *Arbitrations for Dampness and Country Damage*—The fee shall be the same as in the case of quality arbitrations. The Association shall pay less such amount as the Board may from time to time fix, to the arbitrators who disposed of an Arbitration on dampness or country damage.
- (c) *Other Arbitrations*—The fee for an arbitration other than quality. Damp or Country Damage shall not be less than Rs. 50/- and without the consent of the Board, not more than Rs. 600/-. In the event of an Umpire being called in, his fee shall be one-half of the fees so payable and shall be borne by the arbitrators in equal shares.

II. Appeal Fees—

- (i) The fee for an appeal against a survey award on quality shall be Rs. 150/- for every 100 bales or part thereof for American Cotton and Rs. 90/- for every 100 bales or part thereof for other foreign cottons excepting East African Cotton. The fee

for an appeal against a survey award in respect of East African Cotton shall be Rs. 40/- for the first 50 bales or less and Rs. 20/- for every additional 50 bales or less. If the appeal is validly withdrawn before commencement of its hearing, one half of the fee paid shall be refunded to the Appellant. The fee payable to the representative of the American Cotton Shippers' Association, or the Lint Marketing Board, if he is present, shall be 1/8th of the appeal fee. The fee for an appeal against a survey award in respect of Indian Cotton shall be as provided in By-law 41.

- (ii) The fee for an Appeal to the Appeal Committee on Damp or Country Damage shall be the same as the appeal fee in respect of quality. Out of such fee half the amount shall be credited to the Association and the balance amount distributed equally between the members of the Committee hearing the appeal.

- (iii) The fee for an appeal to the Board against arbitration award in respect of other disputes shall be Rs. 100/- and shall not be refundable.

It shall be a condition precedent to the hearing of any appeal that the fee for the appeal shall have been paid to the Association by the Appellant.

The Association shall be responsible only for the fees actually collected but the Board shall deal, as it thinks fit, with failure to pay any fees.

Closure of Contracts in Special Cases and Arbitration Thereon

213. If either party to a contract for the purchase or sale of any foreign cotton made subject to these By-laws or subject to East India Cotton Association By-laws, or subject to Bombay Arbitration or containing words or abbreviation to a similar effect, shall suspend payment or be declared insolvent or enter into any arrangement or composition with or assignment for the benefit of his creditors generally or if a Receiver of his assets or property shall be appointed by any Court or if, the Directors pass a resolution that they are satisfied and any such party, if carrying on business alone has become incapable of managing his affairs owing to illness or other physical or mental infirmity or has died without leaving executors or others willing or able to take over his liabilities under the contract or in case either party shall being a Company goes to liquidation, or if a Receiver shall be appointed on behalf of the holders of Debentures issued by the Company then either party to such contract may send to the Chairman a written statement of such facts as he deems to be material with a request to take steps to have the contract closed and the Chairman shall be entitled but shall be under no obligation to appoint two Arbitrators (with power to appoint an Umpire) whose duty it shall be to decide whether such contract shall be closed or not and if they so decide that such contract shall be closed they shall fix the prices and terms of such closure subject nevertheless to appeal to the Board by notice in writing to the Secretary before noon on the third business day following the date of the award in arbitration.

Weight

214. Unless otherwise stipulated in the contract, the average gross weight per 100 bales for all descriptions of American cotton shall be 50,000 lbs. except Texas, New Mexico, Arkansas and Memphis cotton which shall average 53,000 lbs. In each case a variation of 5 per cent shall be allowed. If it be found that the delivered weight is under or above the 5 per cent variation a settlement shall be made for the differences in the market value on such deficiency or excess between the invoice price and the value in the country of origin at the date of shipment. Any weight adjustment shall be made on each invoice.

In the case of Egyptian cotton, the variation in landing weight is permitted upto 2 per cent from the contract weight. If it be found that the delivered weight is under or above the 2 per cent variation, a settlement shall be made for the difference in the market value of such deficiency or excess between the invoice price and the market value in Alexandria at the date of shipment.

215. Gross Landing weight shall be ascertained by weighing the cotton at Port of Discharge on arrival, before sampling (or if already sampled an allowance to be made for the samples drawn):—

- (1) In case of sea or country damage, the condemned bales shall be accounted for at the average gross invoice weight, but bales that will mend shall be

weighed and the customary allowances deducted from gross landing weight for water in pickings and rags.

- (2) (a) Any bale condemned or not delivered shall be calculated as delivery at the average gross invoice weight in respect of guaranteed weight and at the average quality of the remainder of the shipment.
- (b) A "No Mark" bale accepted in lieu of a bale short tendered from the ship shall be calculated as delivery at the average gross landing weight and at the average quality of the "mark- bales".
- (c) The weight of missing bands and missing tops shall be added to the landing weight.
- (3) When 95 per cent of the cotton contracted for has arrived, claims for loss in weight may be made subject to a final weight adjustment upon arrival of the balance of the cotton.

216. Should the Buyer (1) in case of interior Shipments within six weeks of arrival of cotton (2) in case of Shipment from a Port within four weeks of arrival of cotton, be able to prove that the particulars as stated in the Bill of Lading are incorrect and/or not in accordance with the terms of the contract, the matter shall be referred to arbitration, and it shall be at the discretion of the Arbitrators to decide either that the Buyer shall accept the cotton with an allowance as fixed by the Arbitrators, or that the Buyer shall have the option of closing the contract under the provision of By-law 222.

False Packing

217. Disputes as regards false-packing shall be referred to arbitration according to the provisions contained in By-law 36. Samples for arbitration shall be drawn by the Controller appointed by the Association from all the bales suspected to be false-packed and submitted to the Association. An appeal shall lie against the award of the Surveyors to the respective Appeal Committee, whose decision shall be final and binding on both parties. In respect of falsely packed or unmerchantable cotton, the Seller shall be entitled to call upon the Buyer, within a period of fifteen days from the date of receipt by him of the Controller's certificate or the award, as the case may be, substantiating the claim, to have the cotton returned to the Port of Discharge at the Buyer's expense. If the Seller shall have exercised such right, the Buyer shall be entitled to the full value of sound cotton on the day of the return of the cotton provided the claim shall have been originally made by the Buyer within three months from the last date of the landing of the cotton complained of by him. If the Seller shall not have exercised the right of return within the time aforesaid, the Buyer shall be entitled to sell out such cotton with all faults at the Seller's risk, account and expense.

Sales "On Call"

218. If the cotton is sold on C.I.F. or C. & F. or similar terms "on call" on a month or months of delivery of a Futures Delivery Contract the call must be made not later than the last working day preceding the delivery month. In default thereof, the price for the uncalled cotton shall be fixed on the highest price paid in the closing range for the relevant delivery on that day. Should however the Seller agree, the call may be extended at the request of the Buyer in which case the Buyer shall undertake to pay to the Seller the insurance premium necessary to cover any increased value from that day to the date of call. The extension of call shall in no case extend beyond the date of shipment. Cotton sold 'on call' based on a double month delivery period must be called or transferred before the close of the last business day but one of the first named month.

Invoicing Back

219. In all cases where a contract or part of a contract is to be closed by being invoiced back to the Seller, the buyer shall give written notice to the Seller (or if non-resident in Bombay, the Buyer may give such notice telegraphically) and the invoicing back price, unless agreed upon between Buyer and Seller, shall be the price fixed on application by either of the parties by the Special Committee Constituted under By-law 34A. The Committee in fixing the invoicing back price shall take into account the ascertained value of the cotton contracted for on the appropriate date in the Market appropriate to the country of origin of such cotton translated to the value at the port of destination and subject to any relevant variation

that may have taken place in the costs of freight and insurance and in the rates of Exchange, Import and Export Duty or Tax or any other charges.

The value of the month or months of delivery (on which if the Arbitrators have decided that the cotton is to be invoiced back) shall be fixed by mutual agreement between Buyer and Seller not later than the second business day following the date of the Arbitration Award or Appeal Award and if the Buyer and Seller shall not have come to an agreement then the invoicing back price shall be the price fixed by the Special Committee, under By-law 34A subject to a right of appeal to the Board at the request of either of the parties as on the day following the date of the final award.

In all cases where the Buyer has the option of taking the cotton at an allowance or of invoicing it back, such option shall be declared not later than the next business day following the date of the final award; otherwise he shall forfeit his option and shall be obliged to take the cotton at the allowance.

In cases when a specific growth is declared against a contract for shipment from "any port" the price of invoicing back must follow the declaration i.e. that of the growth specified.

Standards

220. Complete sets of current Universal Standards of American growth shall be kept in possession of the Secretary in the Arbitration and Appeal Rooms. They shall be available in the settlement of Arbitrations and Appeals and open to the inspection of Members on condition of not being touched.

The Standards shall be examined regularly by the Appeal Committee, and if at any time in their opinion any standard has changed from its original condition, the Committee shall take the necessary steps to replace the same.

"Universal Standards" means Standards for grade and colour which may be promulgated from time to time under the Agreement between the Association and the Department of Agriculture, Washington, D.C., U.S.A.

221. The following grade standards shall be prepared and maintained by the Association as per provisions of By-law 128, (except that a separate Standards Committee for East African Cotton shall be appointed by the Board from time to time) for adjudication of quality on imported Kenya and Uganda Cottons:—

Standards—B.P. 52 and S. 47.

Grades—Extra Superfine, Superfine, Fine (Basis), Fully Good and Good, respectively corresponding to U.N.W.E., U.N.U.G., U.N.F.A., U.N.E.X. and U.N.O.L., grades of B.P. 52,

and

A.N.W.E., E.N.U.G., I.N.F.A., O.N.E.X., and U.N.O.L., grades of S. 47.

Mengo-Entebbe, Masaka, Bunyoro and Mubendi-Toro shall be arbitrated for grades on the B.P. 52 standards whereas Busoga, Budama, Bukedi, West Nile, Teso, Lango, Acholi and Usuku and Kenya shall be arbitrated for grades against the S. 47 standards.

The standards for other description of East African Cotton may be similarly prepared and maintained by the Association.

222. The Standards for other Foreign Cottons may also be prepared and maintained by the Association as per provisions of By-law 128, but in duplicate (one set of which shall be designated the Reserve and the other Working Standard) for adjudication of quality.

The Working Standards shall be available in the settlement of Arbitrations and Appeals and open to the inspection of Members on condition of not being touched.

Working Standards shall be examined regularly by the appropriate Appeal Committee with the Reserve Standard and if at any time, in their opinion any standard has changed from its original state, the Committee concerned shall take the necessary action for restoration subject to the provisions of By-law 128.

A week's notice should be given to members by posting notices on the notice boards of the Association of any proposed alteration and the standard so altered shall not come into use until a fortnight from the date of its confirmation.

New Standards for growths or grades of cotton for which there have previously been no Standards shall come into use as soon as they have been confirmed.

In the event of any Standard or Standards except the Universal Standards of American Cotton in use for the year being destroyed or damaged by fire or through any other cause whatsoever, the Board shall have power to instruct the Surveyors to prepare or to cause to be prepared new sets of standards to replace such as have been so destroyed or damaged subject to the provisions of By-law 128.

C. M. PARIKH

Secretary

The East India Cotton Association Ltd.

MINISTRY OF LABOUR AND EMPLOYMENT

Employees' State Insurance Corporation

NOTIFICATION

The 6th January 1959

No. IN3.I-2(1)-1/59—The following draft of certain amendments to the Employees' State Insurance (General) Regulations, 1950 which the Employees' State Insurance Corporation proposes to make in exercise of the powers conferred by Section 97 of the Employees' State Insurance Act, 1948 (34 of 1948), is published as required by sub-section (I) of the said Section for the information of all persons likely to be affected thereby and notice is hereby given that the draft amendments will be taken into consideration on or after the 15th February 1959.

Any objection or suggestion which may be received from any person with respect to the said draft amendments before the date specified will be considered by the said Corporation.

Draft amendments to the Employees' State Insurance (General) Regulations, 1950

I. In Regulation 18, the words "two rupees" shall be substituted by the words "fifty Naye Paise".

II. In Regulation 52:

(i) the title of the Regulation shall be changed from "Benefits when payable" to "Mode of Payment";

(ii) sub-regulations (1), (2) and (3) shall be deleted;

(iii) sub-regulations (4) and (5) shall be re-numbered as sub-regulations (1) and (2) respectively.

III. In Regulation 98 the following words shall be added at the end of Clause (ii):—

or, in the case of persons who are under medical treatment for tuberculosis, for a continuous period of twelve months or more."

IV. The second sentence of Regulation 105 shall be substituted by the following:

"If the further certificate specifies the date on which the insured person is or will be fit to resume work, any certificate which is or has been issued by the Insurance Medical Officer for the same spell of incapacity shall, to the extent to which it relates to any period after and including the said date on the further certificate, be deemed not to have been issued in accordance with these Regulations and such further certificate shall, notwithstanding anything contained in these Regulations, be deemed to be a final certificate issued under Regulation 58 and 60."

V. Regulation 107 shall be substituted by the following, namely:

"107—Certificate in respect of a person claiming Permanent Disablement Benefit:

Each person whose claim for any Permanent Disablement Benefit has been admitted shall submit at six monthly intervals, with the claim for December and June every year, a certificate in Form 26 attested by such authority or persons and in such manner as may be specified by the Director General."

VI. After Regulation 107, the following Regulations, shall be inserted namely:—

(i) "107-A. Declaration by and certificate in respect of a person claiming dependants' benefit:

Each person whose claim for any dependant's benefit has been admitted shall submit at six monthly intervals, with

the claim for December and June every year, a declaration and a certificate in Form 27 attested by such authority or persons and in such manner as may be specified by the Director General."

(ii) "107-B. Personal attendance of a person claiming Permanent Disablement Benefit or Dependants' Benefit:

In the case of claimant for permanent disablement benefit or dependants' benefit, the appropriate Local Office Manager may require personal attendance and due identification of any claimant, other than a person incapacitated by bodily illness or infirmity or a purdah nashin lady at the appropriate Local Office or at any other office of the Corporation provided that such appearance may not be required more frequently than once in every six months."

VII. Form 26 shall be substituted by the following namely:—

"FORM 26

(Regulation 107)

Certificate for Permanent Disablement Benefit

Insurance No. of permanently

disabled person.

Certified that..... W/S/D of.....

..... is alive this day, the

..... day of..... 19....

Rubber stamp or seal of the

attesting authority or person.

Signature

Designation."

VIII. After Form 26, the following form shall be inserted, namely:—

"FORM 27

(Regulation 107-A)

Declaration and certificate for Dependants' Benefit

Insurance No. of deceased

insured person.

I, of (Address)

..... do hereby solemnly declare:

* (1) that I have not re-married/married.

** (2) that I have not attained the age of eighteen years and am continuing my studies in..... fifteen years.

Dated..... Signature or thumb impression of the dependant.

Certified that..... W/S/D of..... is alive this day, the day of 19..... and that the declarations made above are true to the best of my knowledge and belief.

Rubber stamp or seal of the

Signature

attesting authority or person.

Designation.

NOTE—(1) In the case of a minor, the guardian should sign the declaration on behalf of the minor, and add the following words below his Signature "..... (name of minor) through..... (name of the guardian)."

* (2) This declaration is to be given only by a widow or female dependant of a deceased insured person who is claiming dependants' benefit under the Act.

** (3) This declaration is to be given only in respect of a minor dependant.

Strike out what is not applicable."

V. M. ALBUQUERQUE

Director General

LOSS OF GOVERNMENT PROMISSORY NOTES

The Govern- ment Prom- issory Notes Numbers	Per cent	Nomenclature of the loan	Value	Originally standing in the Name of
MS 011555	3½	Government of India National Plan Loan 1964.	Rs. 100	Imperial Bank of India.
MS 011616	"	Do.	100	Do.
MS 011649	"	Do.	100	Do.
MS 042103	"	Do.	200	K.G. Kuppaswamy.
MS 042104	"	Do.	200	Do.
MS 042037	"	Do.	100	S. Aiyakanun.
MS 051276	"	Do.	200	A. P. Moorthy Udayar.
MS 051277	"	Do.	200	Do.
MS 010931	3	First Development Loan 1970-75.	500	Reserve Bank of India.

and last endorsed to Messrs. M. S. A. Subramania Mudaliar, M.S.A. Shanmuga Mudaliar, Bankers, Vellore, the proprietors, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above-mentioned securities.

*Name of the advertiser—*For M.S.A. Subramania Mudaliar, M.S.A. Shanmuga Mudaliar.

*Residence—*No. 7, Thiagarayapuram, Vellore, N.A.Dt.

M. S. Arunachalam
Partner

LOST

The undernoted Government Promissory Notes originally standing in the name of Imperial Bank of India and last endorsed to Jyoti Pershad Sharma (Deceased) the proprietor by whom they were never endorsed to any other person, having been lost, stolen or destroyed, notice is hereby given that the payment of the undernoted notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi, and that application is about to be made for the issue of duplicates in favour of the legal heir of the proprietor. The public are cautioned against purchasing or otherwise dealing with the under-mentioned securities.

*Name of the Advertiser—*JIWAN LAL SHARMA.

*Residence—*Village Dabha, P.O. Bamnoi, Distt. Aligarh.

No.	Loan	Amount
DH000 630-31	3% Loan 1970-75	Rs. 100 each.
DH000 632-34	3% Loan 1970-75	Rs. 1,000 each.

LOST

Government Promissory Note No. DH008513 (3 per cent loan 1949-52) for Rs. 1,000 originally standing in the name of Imperial Bank of India and last endorsed to Controller of Defence Accounts, Eastern Command, Meerut, the proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned Security.

Name of the Advertiser—

Residence—

Controller of Defence Accounts
Eastern Command
Meerut

LOST

The Government Promissory Note No. BY070547 of the three per cent loan of 1970-75 for Rs. 500 originally standing in the name of Reserve Bank of India and last endorsed to Kamla Jayantilal Shah, the proprietress by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of

the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicate in favour of the proprietress. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

*Name of the advertiser—*Smt. Kamla Jayantilal Shah.

*Residence—*Nanabhoy Mansion, S. P. Mehta Road, Bombay No. 1.

DESTROYED

The Government Promissory Note(s) CA042553 and CA042554 of the 3 per cent loan of 1946 for Rs. 1,000/- each originally standing in the name of Imperial Bank of India and last endorsed to the Executive Engineer, Raxaul Division, the proprietor by whom they were never endorsed to any person, having been destroyed, notice is hereby given that payment of the above note(s) and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate(s) in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security(ies).

*Signature of the Advertiser—*Illegible.

*Residence—*Executive Engineer, Raxaul Division.

CHANGE OF NAME

It is hereby notified that Shri Hirabhai Ramabhai Mahyavanshi will henceforth be known as HIRABHAI RAMJIBHAI PARMAR.

CHANGE OF NAME

Shri M. P. PATEL (III), Postal Clerk, Surat Division should henceforth be known as SHRI M. P. PATIL.

CHANGE OF NAME

*Present Name—*Soma Shivaram Bhise.

*Name to read—*Bapu Shivaram Bhise.

CHANGE OF NAME

We have changed our surname from Mallik to Malik by an Affidavit. Henceforth we shall be known as Malik.

DURGAPADA MALIK

TINKORI MALIK

Sons of Late Ashutosh Malik
Uchitpur (Hooghly)

CHANGE OF NAME

I. Koyyana Appalaswamy shall henceforth be known as K. Kali Prasad.

CHANGE OF NAME

I. M. Subramanyam, henceforth be known as M. S. Sudakar.

CHANGE OF NAME

I. K. SETHURAMAN, shall henceforth be known as K. VENKATARAMAN.

CHANGE OF NAME

Name to be changed and published in the Gazette of India—

*Name—*DATTATRAYA.

*Father's Name—*MARUTI.

*Sir Name—*SAKAT.

CHANGE OF NAME

Shri Heera Singh, Clerk in Divisional Accounts Office, Jabalpur, desires to be known as H. S. Chandel in future.

CHANGE OF NAME

I. Kumaran, M., son of late Shri Andayil Parameswaran Nair, of the Ministry of Transport and Communications, will henceforth be known as "Mannatil Kumar".

CHANGE OF NAME

I, Budh Singh Gill, S/o Shri Gulzar Singh Gill of 8, Jor Bagh, New Delhi, have changed my name to Sukhdev Singh Gill.

CHANGE OF NAME

Notice is hereby given for general information that by an affidavit made at the Court of Dy. Magistrate, Asansol, I have changed my name from Bose to Ghose.

CHITTARANJAN GHOSE
Declarant

CHANGE OF NAME

"I, Nagendra Kumar Sen, s/o late Ramhari Sen, L.D.C., M. & S. Fy., Ichapur, have changed my surname from Dey to Sen by a Deed".

CHANGE OF NAME

Certified that RAMDAS NARAYAN CHAMBHAR has changed his name into RAMDAS NARAYAN JADHAV with effect from 17th January 1959.

CHANGE OF NAME

A. MARIMUTHU, Clerk, D. S. Office (Personnel Branch) I, Satya Paul Kalra (Manoj) S/o Shri Amar Nath Kalra ARUL MUTHU RAJ'.

CHANGE OF NAME

It is hereby notified that the undersigned has changed his name from Nivruti Tukaram Adgale to SHANKAR SAKHARAM SATHE.

CHANGE OF NAME

I, Satya Paul Kalra (Manoj) s/o Shri Amar Nath Kalra of New Delhi, shall henceforth be known as Manoj Kumar Kalra.

CHANGE OF NAME

I, Maharaj Kishan Dass son of Shri Gobind Lal resident of 48, Tagore Road, New Delhi, have changed my name to Maharaj Kishan.

CHANGE OF NAME

It is hereby notified that the undersigned has changed his name from Khubchand Vasumal Ahuja to Khubchand Vasumal Panjwani.

CHANGE OF NAME

I, Tirathdas alias Lalchand S/o Lunidomal Hotchandani new name, heretofore called by the name of Tirathdas S/o Lunidomal Hotchandani hereby give notice, that by a deed pool dated 4th December 1958 and registered in the registry on 5th May 58, shall hereafter be called and known as, Tirathdas alias Lalchand S/o Lunidomal Hotchandani.

CHANGE OF NAME

I, Piere Lal Matah/Mehta, OOC of COD Delhi Cantt. and resident of Delhi, have changed my name to Piyare Lal Matta.

NOTICE TO CREDITORS

Estate: Mrs. Gertrude Searley Winter, deceased

Pursuant to Sections 360 of Act XXXIX of 1925 and 42 of Act XXVIII of 1866 all persons having claims against the estate of the abovenamed deceased late of "Hartwell" Wroxham, Norfolk in England, wife of Elliot Lawrence

Winter, who died at "Hartwell" Wroxham aforesaid on the 19th March 1958, are hereby required to send full particulars of their claims to Lloyds Bank Limited, 41, Chowringhee, Calcutta 16, executor to the above estate on or before the 15th February 1959, after which date the said executor will proceed to distribute the assets without regard to any claims except those of which any notice shall then have been received.

Dated the 2nd January, 1959.

SANDERSONS AND MORGANS

Solicitors for the said Executor
5, and 7, Netaji Subhas Road, Calcutta 1

NOTICE TO CREDITORS

Estate: Charles Lindsay Morris, deceased

Pursuant to Sections 360 of Act XXXIX of 1925 and 42 of Act XXVIII of 1866 all persons having claims against the Estate of the abovenamed deceased of 153 Lochee Road, Dundee Scotland and formerly of Landsdowne Jute Mills Ltd., West Bengal who died at Dundee on the 6th March 1952, are hereby required to send full particulars of their claims to The Mercantile Bank of India (Agency) Private Ltd., of 8, Netaji Subhas Road, Calcutta, the Administrator to the above estate on or before the 24th January 1959 after which date the said Administrator will proceed to distribute the assets of the above estate without regard to any claims except those of which any notice shall then have been received.

Dated Calcutta the 26th day of December 1958.

SANDERSONS AND MORGANS

Solicitors for the said Executor
5, and 7, Netaji Subhas Road, Calcutta 1

NOTICE

In the matter of Muihlyals Private Ltd. (in liquidation)
under Section 509 of Companies Act, 1956

A General meeting of members and creditors of above-named Company will be held at 11 a.m. on 25th February 1959 at 13/10, Rajendra Nagar, New Delhi, for purpose of laying final accounts before the meeting and giving any explanation thereof.

5th January 1959.

R. S. DUTT

Hony. Liquidator

NOTICE

Notice of Appointment of Liquidator
(Section 516)

Presented by—Shri Karam Chand Nandwani, Vol. Liquidator, Creditors Voluntary Winding Up

To the Registrar of Companies, New Delhi.

I, Karam Chand Nandwani, of New Delhi hereby give notice that I have been appointed voluntary liquidator of Voss Typewriter (India) Private Ltd., by a resolution of Creditors of the Company dated the 29th December 1958.

Voss Typewriters (India) Private Ltd., New Delhi

At an extraordinary General Meeting of the Members held on 29th December 1958 the following Special Resolutions were passed, and the same were also adopted at the Meeting of the Creditors held for the said purpose:—

1. As the Company is not carrying on any business, it is therefore passed that the Company be wound up as Creditors Winding Up.
2. Resolved that Sri Karam Chand Nandwani be appointed as voluntary liquidator of the Company at a remuneration of Rs. 100. The remuneration excludes the liquidation expenses.

PUBLIC NOTICE

**In the matter of Udyog Wardhak Private Ltd.
Under Liquidation**

Public Notice U/S 509(2)(B) Indian Companies Act, 1956

To whom it may concern. That the final meeting for winding up and dissolution of the aforesaid company under voluntary liquidation shall be held on 15th February 1959 at my office at 215, Dariba Kalan, Delhi at 7-30 P.M.

MANOHAR LAL JAIN

*Advocate
(Voluntary Liquidator)
Udyog Wardhak (P) Ltd.*

NOTICE

**In the Matter of The National Metal Rolling Mills Ltd.,
Ajmer. (In Liquidation).**

Notice is hereby given in pursuance of Section 509 of The Indian Companies Act, 1956, that a general meeting of the above named company will be held on Sunday the 30th November 1953 at 3 P.M. at the registered office of the company at Foyasger Road, Ajmer, for the purpose of laying the

account of the winding-up of the company, showing how the winding-up has been conducted and the property of the company has been disposed of, and giving any explanation thereof.

Ajmer, dated 18th September 1958.

S. N. GOF
*Advoca
Liquidat*

NOTICE

**In the matter of the Indian Companies Act, 1913 and
The Palani Hills Transport Ltd.**

(Sec. 208E)

Notice is hereby given that a final meeting of the above named Company will be held at the Registered Office of the Company at Ammayanayakanur, Mathurai District 20th February 1959 at 4 P.M. for the purpose of laying before it an account of the winding up showing how the winding up has been conducted and the property of the Company has been disposed of and to give an explanation thereof.

J. JEYASING
Liquida

